

The foregoing instrument, being a mortgage, is made and executed in the City of New York, State of New York, on the day and year first above written, by and between the parties herein named, to witness whereof, the said parties have hereunto set their hands and seals of the day and year first above written.

In the County of Bronx, State of New York, on the day and year first above written, the said **John E. Dwyer**, and **John J. Dwyer**, his wife, do hereby mortgage to **Domestic Finance Co. of New York, Inc.**, the sum of **\$20,000.00** Dollars, or so much thereof as may be necessary to pay off and discharge all amounts due and owing from time to time upon all prior mortgages, liens and claims all now existing, or which may hereafter be created, interest at the rate of which was originally contracted for in this instrument, and also costs, expenses and attorney's fees, part of the debt, or right, arising therefrom, for the payment of which the said **Domestic Finance Co. of New York, Inc.** shall be entitled to sue in any court or before any officer or authority having jurisdiction over the premises or property mortgaged, and singularly the sum of **\$1,000.00** Dollars, or so much thereof as may be necessary to pay off and discharge all amounts due and owing from time to time upon all prior mortgages, liens and claims all now existing, or which may hereafter be created, interest at the rate of which was originally contracted for in this instrument, and also costs, expenses and attorney's fees, part of the debt, or right, arising therefrom, for the payment of which the said **Domestic Finance Co. of New York, Inc.** shall be entitled to sue in any court or before any officer or authority having jurisdiction over the premises or property mortgaged.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said
Domestic Finance Co. of New York, Inc., for **\$20,000.00** Dollars

heirs and assigns forever.

AND **we** do hereby bind **ourselves** and **our** heirs, executors and administrators, to prosecute or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee **Domestic Finance Co. of New York, Inc.**

the first mortgagee and assigns, from and against **us** and **our** heirs, executors and administrators

and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor **John E. Dwyer**, heirs, executors, or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than **\$1,000.00** per month, **\$12,000.00** per annum, and **\$1,000.00** Dollars, in such company as shall be agreed by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee **Domestic Finance Co. of New York, Inc.**, the holder of the note, or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee

Domestic Finance Co. of New York, Inc., the holder of the note, or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor, **John E. Dwyer**, heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, **Domestic Finance Co. of New York, Inc.**, the holder of the note, or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, **John E. Dwyer**, or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, that if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of the said mortgagee, **John E. Dwyer**, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgagee, **John E. Dwyer**, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

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